

DEED OF TRUST

No. 25,538 Equity

THIS DEED OF TRUST, made this 14th day of December, 19 73, by and between ROBERT E. MYERS and BARBARA J. MYERS, his wife hereinafter referred to as "Grantor", and ROBERT L. FITTON and R. MARSHALL FITTON, Trustees, hereinafter referred to as "Trustees";

WHEREAS, Grantor is justly indebted unto METROPOLITAN MORTGAGE FUND, INC., a corporation organized and existing under the laws of the State of Maryland, hereinafter referred to as "Noteholder", in the principal sum of FORTY THOUSAND THREE HUNDRED FIFTY AND NO/100----- DOLLARS (\$ 40,350.00), secured by this Purchase Money Deed of Trust, for which amount the Grantor has signed and delivered his promissory note(s) (herein called the Note, whether there be one or more notes) of even date herewith payable to the order of METROPOLITAN MORTGAGE FUND, INC. in the principal amount of FORTY THOUSAND THREE HUNDRED FIFTY AND NO/100----- DOLLARS (\$ 40,350.00), on the following terms:

Note Number 1 of 2 in the principal sum of THIRTY-ONE THOUSAND EIGHT HUNDRED FIFTY AND NO/100----- DOLLARS (\$ 31,850.00), with interest from date at the rate of EIGHT per cent (8 %) per annum on the unpaid balance until paid, payable in monthly installments of TWO HUNDRED THIRTY-THREE AND 78/100----- DOLLARS (\$ 233.78), commencing on the first day of February, 19 74, and continuing on the first day of each and every month thereafter until the entire principal sum, together with interest thereon, is fully paid;

Note Number 2 of 2 in the principal sum of EIGHT THOUSAND FIVE HUNDRED AND NO/100----- DOLLARS (\$ 8,500.00), with interest from date at the rate of EIGHT per cent (8 %) per annum on the unpaid balance until paid, payable in monthly installments of Sixty-Two and 39/100----- DOLLARS (\$ 62.39), commencing on the first day of February 19 74, and continuing on the first day of each and every month thereafter until the entire principal sum, together with interest thereon is fully paid.

The final payment of principal and interest, if not sooner paid, shall be due and payable on the first day of January, ~~19~~ 2004.

AND WHEREAS, Grantor desires to secure the prompt payment of said debt, and interest thereon, when and as the same shall become due and payable, and all costs and expenses incurred in respect thereto, including reasonable counsel fees incurred or paid by the Trustees or substitute Trustees, or by any person hereby secured, on account of any litigation at law or in equity which may arise in respect to this trust or the property hereinafter mentioned, and of all money which may be advanced from the date thereof.

NOW, THEREFORE, THIS DEED OF TRUST WITNESSETH: To secure the prompt payment of said indebtedness and all charges and advances as in said Note and as herein provided, the Grantor, in consideration of money loaned by Noteholder in the face amount of the Note, (less amounts, if any, due from Grantor to Noteholder), the receipt of which is hereby acknowledged, does hereby grant and convey in fee simple unto the Trustees, their successors and assigns, the following described land and premises, lying and being in the County of Frederick, State of Maryland, known and distinguished as follows:

Lot numbered Four (4), in the subdivision known as "SECTION 1, SUNNY BROOK FARMS", as per plat thereof recorded among the Land Records of Frederick County, Maryland, in Plat Book 6, at Plat 35.

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together with all of the improvements now or hereafter on said land, and all easements, rights and appurtenances thereunto belonging or in anywise appertaining, and all fixtures now or hereafter attached thereto, and all rents to be derived therefrom, and all policies of insurance now or hereafter covering any part of the property and all proceeds of such insurance, all of the foregoing being herein referred to as the "Property." CHATTELS: Range, Refrigerator and Storm Doors.

MARYLAND - CONVENTIONAL
6664-73

Exhibit - No. 25,538 Equity Filed May 19, 1975 13.00